

08-26-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

8/24/04

102823355

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

**1. Name of conveying party(ies)/Execution Date(s):**  
**Smooth Corporation**  
**10620 NE 8<sup>th</sup> Street, Suite 102**  
**Bellevue, WA 98004**

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State **Washington**  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) **August 18, 2004**

Additional Names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: **Comerica Bank**

Internal Address: \_\_\_\_\_

Street Address: **333 West Santa Clara Street**

City: **San Jose**

State: **CA**

Country: **USA** Zip: **95113**

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other **Bank** Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
**None**

B. Trademark Registration No.(s)

<b>2,733,575</b>	<b>2,615,729</b>	<b>2,121,747</b>
<b>2,768,331</b>	<b>2,509,139</b>	<b>2,480,802</b>

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if application or Registration Number is unknown):  
**See attached Exhibit A**

**5. Name & address of party to whom correspondence concerning documents should be mailed:**

Name: **Cooley Godward LLP**

Internal Address: **Attn: Ankey To**

Street Address: **One Maritime Plaza, 20<sup>th</sup> Floor**

City: **San Francisco**

State: **CA** Zip: **94111**

Phone Number: **(415) 693-2000**

Fax Number: **(415) 951-3699**

Email Address: **ato@cooley.com**

**6. Total number of applications and registrations involved:** **6**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00**

Authorized to be charged by credit card  
 Authorized to be charged by deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number **03-3115**  
 Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ **August 20, 2004**

Signature Date

**Ankey To**

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **9**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 01 FC:0521 40.00 DP  
 02 FC:0522 125.00 DP  
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TRADEMARK  
REEL: 003036 FRAME: 0801

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 18, 2004 by and between SMOOTH CORPORATION, a Washington corporation ("*Grantor*") and COMERICA BANK (the "*Secured Party*").

### RECITALS

A. Secured Party has made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof, executed by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*") Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its Obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Loan Agreement and are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security

I.

Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

*[Signature pages follow.]*

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**SMOOTH CORPORATION**

By: 

Print Name: Steve Simonson

Title: President & Chief Executive Officer

**SECURED PARTY:**

**COMERICA BANK**

By: 

Print Name: Bob Van Nortwick

Title: Vice President & Regional Marketing Manager

**EXHIBIT A  
COPYRIGHTS**

Description	Registration/ Application Number	Registration/ Application Date
None.		

4.

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**EXHIBIT B**


**PATENTS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
None.		

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**EXHIBIT C**  
**TRADEMARKS**

Description	Registration/ Application Number	Registration/ Application Date
IFLOOR.COM (supplemental register)	2733575	July 1, 2003
CORNERHARDWARE.COM	2615729	September 3, 2002
CORNERHARDWARE	2121747	June 3, 2003
CONTRACTORHARDWARE (supplemental register)	2768331	September 23, 2003
YOUR HOME FOR HOME IMPROVEMENT	2509139	November 20, 2001
 (design mark)	2480802	August 21, 2001

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